



Order Filed on December 15, 2020
by Clerk
U.S. Bankruptcy Court
District of New Jersey

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

**Caption in Compliance with
D.N.J.LBR 9004-1**

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Attorney for Creditor

In re:

Lorraine M. Kuhn

Richard Kuhn

Debtors.

Chapter: 13

Case No.: 17-31259-MBK

Hearing Date: December 9, 2020

Judge Michael B. Kaplan

CONSENT ORDER RESOLVING MOTION TO VACATE AUTOMATIC STAY

The relief set forth on the following pages is hereby **ORDERED**.

DATED: December 15, 2020

A handwritten signature in black ink, appearing to read "Michael B. Kaplan".

Honorable Michael B. Kaplan
United States Bankruptcy Judge

Debtor: Lorraine M. Kuhn and Richard Kuhn
Case No.: 17-31259-MBK
Caption of Order: **CONSENT ORDER RESOLVING MOTION TO VACATE
AUTOMATIC STAY**

THIS MATTER having been opened to the Court upon the Motion to Vacate Automatic Stay (“Motion”) filed by Specialized Loan Servicing LLC as servicing agent for The Bank of New York Mellon FKA The Bank of New York, as Trustee for the certificateholders of the CWABS, Inc., Asset-Backed Certificates, Series 2007-4 (“Creditor”), whereas the post-petition arrearage amount was \$7,130.20 as of December 7, 2020, and whereas the Debtors and Creditor seek to resolve the Motion, it is hereby **ORDERED**:

1. The automatic stay provided under 11 U.S.C. §362(a) shall remain in effect as to Creditor’s interest in the following property: **738 Croy Road, Brick, New Jersey 08724** (“Property”) provided that the Debtor complies with the following:

- a. On or before December 14, 2020, the Debtor shall make a lump sum payment in the amount of \$700.00 directly to Creditor;
- b. On or before December 18, 2020, the Debtor shall file a modified plan providing for the curing and payment in full of the pre-petition arrearage, as well as the post-petition arrearage remaining after receipt of the lump sum, namely, \$6,430.20, as well as all other amounts due on the underlying loan;
- c. In addition to the above, the Debtor shall resume making the regular monthly payments to Creditor as they become due beginning with the January 1, 2021 payment.

2. All payments due hereunder shall be sent directly to Creditor at the following address: **Specialized Loan Servicing LLC, 6200 S. Quebec Street, Greenwood Village, CO 80111.**

3. The Debtors will be in default under the Consent Order in the event that the Debtors fail to comply with the payment terms and conditions set forth in above Paragraphs and/or if the Debtors fail to make any payment due to Creditor under the Chapter 13 Plan.

4. If the Debtors fail to cure the default within thirty (30) days from the date of default, Creditor may submit a Certificate of Default to the Court on fourteen (14) days' notice to counsel for Debtor and the Chapter 13 Trustee for an order lifting the automatic stay imposed under 11 U.S.C. § 362(a) and permitting Creditor to exercise any rights under the loan documents with respect to the Property.

5. Creditor is awarded reimbursement of attorney fees and costs in the amount of \$350.00 and \$181.00, respectfully to be paid through the Chapter 13 Plan.

STIPULATED AND AGREED:

/s/ Marc C. Capone
Marc C. Capone, Esquire
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